

Amendment AF

Attorney Docket No. 26001.1001

REMARKS

This paper is responsive to the Office Action mailed May 5, 2003.

Claims 1-27 are pending in the application. Claims 13-24 are withdrawn from consideration without prejudice. The drawings stand objected to by the Draftsperson under 37 CFR 1.84(g). Claim 1 stands rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 1-12 and 25-27 stand rejected by the Office under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,345,256 awarded to Milsted et. al. (*Milsted*) in view of U.S. Patent No. 5,862,325 awarded to Reed et. al. (*Reed*).

Applicant has amended independent claims 1 and 25 and dependant claims 2, 4, 6-9 and 12. Applicant has cancelled claims 3 and 26-27 without prejudice. Applicant has added new claims 28 and 29. These amendments are discussed in further detail below. Support for these amendments may be found in the specification and the original claims.

Consideration of the present drawings and claims are respectfully requested in view of the amendments and following remarks.

A. Drawings

Applicant has enclosed corrected drawings to Figs. 1-2.

The Draftsperson objected to Figs. 1-2 under 37 CFR 1.84(g) for having unacceptable top margins. Applicant has amended Figs. 1-2 to overcome this objection.

In making these drawing amendments, Applicant has added no new matter. Based on these corrections, Applicant respectfully requests the Examiner to remove the objections to the

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drawings.

B. Claim 1 – 35 U.S.C. § 112(a), second paragraph

Applicant has amended claim 1, and respectfully submits that claim 1 particularly points out and distinctly claims the subject matter which applicant regards as the invention. Applicant respectfully requests that the Office remove the rejection of claim 1 under 35 U.S.C. § 112(a), second paragraph and allow the claim to issue.

C. Claims 1-12 and 25-27 – 35 U.S.C. § 103(a) – *Milsted* in view of *Reed*

Applicant has amended independent claims 1 and 25 and dependent claims 2, 4, 6-8 and 12 to more clearly recite the invention. For the reasons stated below, and others, Applicant respectfully submits that the claims as amended, as well as any claims depending therefrom, are in condition for allowance.

With regards to claims 1 and 25, the Office's rejection is based upon the allegations that (a) *Milsted* describes a "synchronization" of media assets that comprises communicating, downloading or distributing media assets that a user has purchased on a media player device so that the user can access licensed media assets and (b) *Reed* describes "synchronization" as a system that automatically downloads, initiated by a provider, based on version monitoring. The Office apparently concludes that the combination of the two references describe a synchronization between a database client application and a database server application that stores and updates information identifying those media assets that a user has licensed usage rights. However, communicating, downloading or distributing media assets between a media asset provider and a media player device is not the same as the synchronization between the client and the server as described in the

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application and recited in amended claims 1 and 25. The communicating, downloading or distributing media assets as described in *Milsted* is the purchasing, downloading, and receiving of media assets from a media asset provider, such as owners of original content and/or distributors authorized to package independent content for further distribution (e.g. Sony, Time-Warner, MTV, IBM, Microsoft, Turner, Fox and others) (col. 12, lines 26-35), rather than from a portal, to a media player device for utilization by a user. (One function of the present invention is to synchronize the media assets available on the server and the media player devices in a bi-directional manner. This means to initiate a communication between a portal or server and a client or media player device and forward any media asset additions, modifications, deletions, etc. between the two. This synchronization is a way of verifying what media assets are available for use, what media assets have expired, what media assets are newly available, etc.) In addition, an automatic downloading of version information or media assets to a media player device as described in *Reed* is only a one-way communication and does not contemplate a two-way synchronization. Thus, in utilizing a one-way communication, *Reed* teaches away from the present invention.

As amended, independent claims 1 and 25, on the other hand, describe a two-way synchronization between a portal and a media player device. This synchronization is initiated when the media player device communicates with the portal to access media assets. The synchronization comprises forwarding licensed media asset deletions and additions from the portal to the media player device as well as from the media player device to the portal. The synchronization is used to update newly licensed media assets and allow access of licensed media assets located on the portal to a plurality of media player devices while ensure licensing rights are not violated. Thus, changes

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to any of the assets on any media player device are updated to the portal and changes to any of the assets on the portal are updated to all media player devices to reflect any changes that take place.

Therefore, *Milsted* alone, nor *Milsted* in view of *Reed* do not describe, teach or suggest, nor make obvious to one skilled in the art synchronization between a client and a server application so that the database stores and updates information identifying media assets that a user has licensed usage rights. Further, by having a one-way communication, *Reed* teaches away from the present invention. Thus, applicant respectfully submits that *Milsted* in view of *Reed* does not establish a prima facie case of obviousness. Therefore, it is respectfully requested that the Office allow amended claims 1 and 25.

Claims 3 and 26-27 are cancelled without prejudice. The remaining claims 2, 4, 6-9 and 12 depend either directly or indirectly from independent claims 1 and 25, therefore, the foregoing arguments are equally applicable and these dependent claims are also patentable over *Milsted* in view of *Reed*. Therefore it is respectfully requested that the rejections of claims 2, 4, 6-9 and 12 be withdrawn.

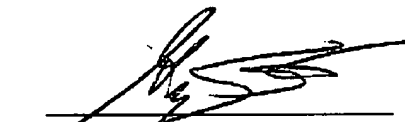
CONCLUSION

Applicant respectfully submits the amendments submitted overcome the rejections based on *Milsted* in view of *Reed*. Applicant invites the Office to contact the undersigned at its convenience should the Office believe it would facilitate prosecution of this application. Applicant thanks the Office for consideration of this application.

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Respectfully submitted,



Gregory Scott Smith
Registration No. 40,819

LAVA Group Law by Smith & Frohwein, LLC
PO Box 88148
Atlanta, Georgia 30356
Telephone: (770) 804-9070
Facsimile: (770) 804-0900